



Bid Bond

CONTRACTOR:

(Name, legal status and address)

J & J Newell Concrete Contractors, Inc.

25350 S State St
Crete, IL 60417

OWNER:

(Name, legal status and address)

Town of Munster

1005 Ridge Road
Munster, IN 46321

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 10% of Bid Amount Ten Percent of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

City Sidewalk Program

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

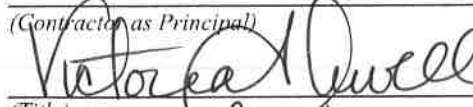
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of May, 2023.


(Witness)

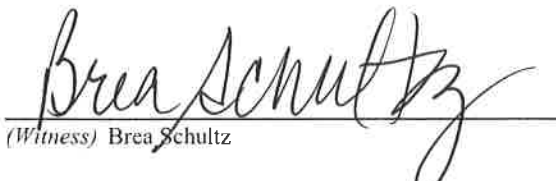
J & J Newell Concrete Contractors, Inc.

(Contractor as Principal)


(Title) President

The Ohio Casualty Insurance Company

(Surety)


(Witness) Brea Schultz


(Title) Kerry Daly - Attorney in Fact



BID-0018581

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010 Edition Bid Bond.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: J & J Newell Concrete Contractors, Inc.

Agency Name: HICKS INSURANCE GROUP

Bond Number: BID-0018581

Obligee: Town of Munster

Bid Bond Amount: (10% of Bid Amount) Ten Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Kerry Daly** in the city and state of **MOKENA, IL**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 26th day of September, 2016.



The Ohio Casualty Insurance Company

By:

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA SS
COUNTY OF MONTGOMERY

On this 26th day of September, 2016, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 9th day of May, 2023.



By:

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

BID OPENING DATE: May 17, 2023

Bid Proposal Packet for:

Town of Munster

2023 Sidewalk

Replacement Program

April 2023

**TOWN OF MUNSTER
2023 SIDEWALK REPLACEMENT PROGRAM**

NOTICE TO BIDDERS

Sealed Bids will be received by the Town of Munster, Lake County, Indiana until 10:00 AM, on Wednesday, May 17, 2023, at the Munster Town Hall, Clerk-Treasurer's Office, 1005 Ridge Road, Munster, Indiana and then will be publicly opened and read aloud. Bids shall be sealed and clearly labeled "2023 Sidewalk Replacement Program". Any bids received later than the above time will be returned unopened.

DESCRIPTION OF WORK: The work consists of removal and replacement of selected sidewalks at locations throughout the Town of Munster.

COMPLETION DATE: Construction work shall be started by September 1, 2023 and substantially completed within forty-five (45) days of the start of construction.

BID DOCUMENTS: Specifications and Contract Documents are available for examination in the Clerk-Treasurer's Office of the Town of Munster, Indiana. Electronic copies of the Plans Specifications and Contract Documents may be obtained from Reprographic Arts Online Planroom at www.raplanroom.com.

Bidders shall be properly and completely executed on bid forms contained in the Contract Documents.

All contractors and subcontractors listed in each bid must be properly licensed in the Town of Munster as a condition of being awarded the project. Contractors may contact the Munster Building Department to inquire on General Contractor and Sub-contractor licensing and requirements, at 219.836.6994 or the Munster website, www.munster.org, Building Department for applications.

No bidder may withdraw his proposal for a period of 60 days following the date set for receiving bids. The Town of Munster reserves the right to retain any and all bids for a period of not more than 60 days and said bids shall remain in full force and effect during said time. The Town of Munster further reserves the right to waive informalities and to award the contract to any Bidder all to the advantage of the Town of Munster or to reject any and all bids. Bid Award is anticipated at the June 5, 2023 Town Council Meeting.

BID SECURITY: Each bid shall be accompanied by an acceptable certified check or bid bond payable to the Town of Munster in an amount equal to 10 percent of the total bid price executed by an incorporated surety company in good standing and qualified to do business in the State of Indiana.

BONDS: Performance and Payment Bonds each in the amount of one hundred percent (100%) of the contract price shall be required.

INDIANA REQUIREMENT: Standard Indiana Form 96 which includes non-collusion affidavit is required.

LOCAL REQUIREMENTS: E-Verify Affidavit

Publish in NWI Times on:
April 28, 2023
May 5, 2023

BY: Stephen Gunty
Director of Public Works
Town of Munster, Lake County, Indiana

GENERAL CONDITIONS OF THE CONTRACT

SECTION 1 CONTRACT DOCUMENTS

- 1.01 GENERAL: The Contract Documents comprise the following general classifications of documents including all additions, deletions and modifications incorporated therein before the execution of the contract:
- A. Bidding Documents
 - B. Contractual Documents
 - C. General Conditions of the Contract
 - D. Special Conditions
 - E. Specifications
- 1.02 BIDDING DOCUMENTS: Issued by the Owner to assist bidders in preparing their proposals include:
- A. Advertisement
 - B. Information for Bidders
 - C. Bid: The offer of a Bidder to perform the work described by the Contract Documents made out and submitted on the prescribed forms furnished by the Owner. All bids received by the Owner shall be submitted on forms prescribed by the State Board of Accounts, as furnished by the Owner, but in any event, forms must be understood to include all provisions of Form 96, accompanied by properly executed questionnaires as set out in Chapter 306 of the Acts of 1947 as amended, Indiana State Board of Accounts Form 96. Where indicated, price must be written in words and also stated in figures. No combination of bids other than indicated on the prepared bid forms will be accepted, and the bidder shall not stipulate in his bid any conditions not contained in the Form of the Bid included in the Contract Documents. All bids shall be submitted in sealed envelopes, properly addressed to the Owner.
 - D. The Owner reserves the right to accept or reject bids which are prepared in such a manner as to make them informal. Bids which are obviously unbalanced may be rejected.
 - E. Bid Proposal: The Contractor's Bid, properly signed, shall be accompanied by a Cashier's Check, Certified Check, or Bidder's Bond, for the benefit of the Owner, in an amount of not less than ten percent (10%) of the total bid submitted by Bidder as a guaranty that the Bidder will enter into an agreement with the Owner for the construction of the work, if the Contract is awarded to him.
 - i. The proposal guaranty of the two (2) lowest acceptable formal bidders for this project will be returned to them after a Notice of Award has been given to the lowest Acceptable Bidder and a satisfactorily executed Performance Bond and Insurance Certificate are supplied and approved. A Notice to Proceed will then be issued by the Owner and the Guaranty of the second low bidder will be returned. The balance of the bonds, Certified checks or Cashier's checks shall be returned within thirty (30) days after the opening of the bids.
 - F. Non-Collusion Affidavit: The Non-Collusion affidavit contained in Bid Form 96 shall be properly executed.
 - G. E-Verify Affidavit shall be properly executed and submitted with the Bid.

- H. Addenda to Contract Documents: Any addenda issued during the time of bidding or forming a part of the Contract Documents loaned to the Bidder for the preparation of his bid shall be made a part of the Contract. Receipt of each addendum shall be acknowledged in the Bid.

1.03 CONTRACTUAL DOCUMENTS:

- A. Agreement covers the performance of the work described in the Contract Documents including all supplemental addenda thereto and all general and special provisions pertaining to the work or materials therefore.
- B. Bond: The Contractor shall at the time of his Notice of Award furnish bonds in a form prescribed by the Owner and with a Surety Company authorized to do business in the State of Indiana. If the Surety has its principal office outside the State of Indiana it shall provide the name and address of a resident agent upon whom service may be given in the event such action becomes necessary.
 - a. The Performance Bond shall be in an amount equal to one-hundred percent (100%) of the Contract Amount as a guaranty of good faith on the part of the Contractor to execute the work in accordance with the terms of the Contract.
 - b. Labor and Material Payment Bond in an amount of one-hundred percent (100%) of the Contract Amount as a guaranty of good faith on the part of the Contractor to make all payments for labor and materials in connection with the Contract.
 - c. Said Bonds to be submitted within ten (10) working days after the date of the Notice of Award.
- C. Schedule of wages to be paid laborers, workmen and mechanics.
- D. Certificate of Non-discrimination.

1.04 SPECIAL CONDITIONS

- A. Special Conditions are special provisions, not included in the General Conditions of the Contract, which apply to this specific project.

1.05 SPECIFICATIONS

- A. The intent of the Specifications is that the Contractor shall furnish labor, materials, equipment, and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The Contractor shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a satisfactory manner acceptable to the Owner.

1.06 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS SITE OF WORK

- A. The bidder is required to examine carefully the sites of the proposed work, the proposed specifications and contract forms. He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as to the requirements of these specifications, special provision, and the contract. The submission of a bid shall be prima facie evidence that the Bidder has made such an examination.

SECTION 2 SPECIAL NOTICE TO ALL BIDDERS

2.01 GENERAL

- A. All work to be performed under the contract shall be completed in the current construction season.
- B. The contractor shall advise the Town, forty-eight (48) hours in advance, of commencing work to permit removal of equipment when such is necessary.
- C. The contractor shall notify each resident, having sidewalk crossing the driveway removed, twenty-four (24) hours in advance of removing such sidewalk so that residents may remove cars from their driveway/garage.
- D. Normal working hours shall be 7 AM to 7 PM Monday through Friday. Weekend hours are permitted only upon approval of the Town of Munster.
- E. The Contractor must be licensed by the Town of Munster.

2.02 PAYMENTS

- A. Payments will be made by the Town within thirty (30) days after receiving the Contractor's request for payment approved by the Director of Public Works. Periodic partial payments shall be for the value of the completed work based on estimates made within the last ten (10) days of each month less a retained amount of ten percent (10%) of the value of completed work as approved by the Director of Public Works until construction is fifty percent (50%) complete, after which no additional amount will be retained if the Contractor is making progress to the Town's satisfaction and there is no specific cause for withholding ten percent (10%) of the total value of completed work. When the project is substantially complete and available, the retained amount shall be reduced to only that amount estimated by the Director as necessary to assure completion of the contract work. The final payment, including the retained amount, shall be payable within thirty (30) days after the completion of all contract work, approved by the Director. The acceptance of the final payment by the Contractor shall be considered to be a waiver of all claims against the Town under the contract.

2.03 PROTECTION OF PREMISES

- A. The Contractor shall properly protect adjoining property from injury. Any damage to same must be made good without delays. Particular care is to be exercised to protect all irrigation systems, underground pet fences, and landscaped areas.
- B. Special attention must be given to preventing the occurrence of unsightly construction areas. The Contractor, shall at all times, keep the work site free from accumulations of waste material and rubbish and upon completion shall immediately remove all tools, equipment, barricades, surplus materials and rubbish, and shall leave completed work clean and ready to use.
- C. No residence will be without a sidewalk for more than five (5) calendar days after excavation of the old sidewalk.
- D. The Contractor shall exercise precaution at all times for the protection of persons and properties. The safety provisions of all applicable laws and ordinances shall be strictly observed. Any practice obviously hazardous, in the opinion of the Director of Public Works

or designee, shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public Works or designee to discontinue such practice.

- E. The Contractor shall erect substantial barricades to protect his work at all times, to protect pedestrians, and the motoring public; said Contractor shall place as necessary warning signs, lights, and protective devices until the need for them has passed. Any sidewalk damaged due to lack of barricades will be replaced by the Contractor at the Contractor's expense.
- F. No vehicles of any kind shall be placed, parked, or operated upon or over sodded areas at any time except as authorized by the Director of Public Works or designee.

2.04 DEFECTIVE WORK

- A. Defective work will be replaced at the Contractor's expense.

2.05 WATER

- A. The Contractor shall provide all water required and used in the construction of the work. The use public fire hydrants, a meter must be obtained from Public Works.

2.06 MATERIAL DISPOSAL

- A. The Contractor shall be responsible for arranging a site for proper off-site disposal of spoils produced by this project.

SECTION 3 SPECIAL PROVISIONS

3.01 GENERAL

- A. The proposed improvements shall be constructed in compliance with the current Indiana Department of Transportation Standard Specifications, along with the Town of Munster Infrastructure Specifications, as prepared, adopted and amended, and as specifically modified herein.

3.02 SCOPE OF WORK

- A. The work to be performed under this contract primarily consists of furnishing all the materials, labor and equipment required for removal and replacement of Portland Cement Concrete sidewalk, sidewalk crossing driveways, and all other incidental work necessary to complete this improvement. The work will be performed along residential and arterial streets within the Town of Munster limits. For the purpose of this contract arterial streets are streets with posted speed limit 35 mph and higher. Under the "Sidewalk Replacement Program", repair work is performed on improvements within public right-of-way only. No work is to be performed on private driveways, whether in or out of public right-of-way, except those portions of driveways which represent the public sidewalk and then only if sidewalks exist on each side of a driveway.
- B. The Town has allocated a set amount of funding for this work. We estimate the quantity of sidewalk to be replaced to be between 15,000 and 18,000 SF. Quantities referenced in the bid form are estimated based on past contract unit prices.
- C. The work is generally located at various and scattered sites throughout the Town of Munster. A list of sidewalk replacement locations will be provided to the Contractor upon

award of the contract.

- D. The Contractor shall coordinate with the Town of Munster for necessary root removal and repairs to irrigation systems and underground pet fences. These repairs are not included as part of this Contract.

3.03 TRAFFIC CONTROL PLAN

- A. Traffic control shall be in accordance with the "Indiana Manual on Uniform Traffic Control Devices for Streets and Highways" and these Special Provisions.
- B. The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen and other traffic control devices as may be necessary for the purpose of regulating, warning or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the Town Public Works Department and in accordance with the applicable parts of "Indiana Manual on Uniform Traffic Control Devices for Streets and Highways". All traffic protection will be considered incidental to the cost of the Contract and will not be paid for separately.

3.04 CONSTRUCTION DETAILS

- A. Concrete sidewalks shall be five inches (5") thick. Concrete shall be placed on top of a 4-inch minimum sand or gravel base, spread before forms are placed, on a well compacted subgrade.
- B. Sidewalks crossing driveways shall be seven inches (7") thick and reinforced with 6" x 6", ten (10) ga., welded wire reinforcing, in accordance with Section 909. The base and subgrade shall conform to the requirements for normal sidewalks.
- C. Sidewalk must meet American Disabilities Act guidelines.

3.05 EXCAVATION AND GRADING

- A. This item of work includes all necessary excavation and disposal of surplus material in order to meet the required subgrades of the improvements. This item of work is to be included in other items of work and no additional compensation will be made. In the event imported material is needed to provide for the required grades, the Contractor shall supply sand or gravel fill material at his own expense as may be required.

3.06 CONCRETE REMOVAL

- A. This work shall conform to all applicable paragraphs of Section 604 of the Standard Specifications.
- B. This work shall consist of removal of existing sidewalk squares at various locations in the Town. Most of the work will be along residential streets. Some portion will be along major arterial streets.
- C. At locations where the sidewalk is to be replaced across a driveway, the Contractor shall distribute to the resident, a notice of intent to repair the driveway. This notice will be furnished by the Contractor on behalf of the Town of Munster. On the day prior to the day in which the sidewalk is to be removed across the driveway, the Contractor shall be responsible for placing the envelopes on the front door of each residence involved. The cost of distributing the envelopes shall be considered as incidental to the contract.

- D. Sidewalk crossing a driveway cannot be removed on Thursdays and Fridays, unless the new walk is poured before the weekend. If it is necessary, temporary gravel or crushed stone shall be placed in the driveway until the new concrete sidewalk is installed. No payment will be made for temporary stone at driveways. If the Contractor fails to pour new sidewalk within five (5) days the Town of Munster will place the stone and charge the Contractor for labor, material, and equipment used to restore access to the driveway. The total for said work shall be deducted from the Contractor's next pay estimate.
- E. All broken concrete shall be disposed of off-site by the Contractor.
- F. Where it is not possible to remove a sidewalk square without disturbing an adjacent section that is in good condition, the Contractor shall first saw cut the joint to the full depth of the concrete with a concrete saw. If any adjacent section of sidewalk that is in good condition is damaged, it shall be removed and replaced by the Contractor at the contract unit price.
- G. Extreme care shall be taken to avoid damage to any of the existing utilities within the limits of the work, including privately owned irrigation systems and underground pet fences.
 - i. If a B-box or manhole structure is encountered and must be adjusted to match the grade of the new sidewalk, the sidewalk around the structure will be removed by the Contractor and then they shall notify the Owner of the utility structure that the structure must be adjusted. The Owner will be the property owner for B-boxes and the Town of Munster for manholes and water main valves. Once the adjustment is made, the Contractor shall return and pour the concrete.
- H. The Town of Munster shall be immediately notified if irrigation systems or underground pet fences are damaged. Contractor shall coordinate with the Town of Munster for these repairs that will be the responsibility of the Town to pay.
- I. Where tree roots are encountered below the sidewalk, the roots shall be sawed off and removed by the Contractor. Contractor shall coordinate with the Town for removal of larger roots.
- J. Concrete driveways and/or aprons damaged by the Contractor in his operation shall be replaced by the Contractor.
- K. Hot mix asphalt driveway and/or aprons damaged by the Contractor in his operation shall be repaired by the Town of Munster.

3.07 SUBGRADE

- A. The sub grade upon which any concrete improvements are to be made shall be compacted to obtain not less than 95% of the standard laboratory density in the sub grade.
- B. The sub grade shall be constructed so that after being compacted it will conform to the required alignment and grade necessitated by the proposed improvements.

3.08 PORTLAND CEMENT CONCRETE SIDEWALK

- A. This item shall conform with all the requirements of Section 604, except as modified herein.
- B. This work shall consist of installation of new sidewalk to replace removed squares at various locations in the Town of Munster. Most of the work will be along residential streets. Some portion will be along major arterial streets.
- C. Laitance worked to the surface must be removed before finishing. No coarse aggregate

shall be closer than one-half inch (1/2") below the finished surface. Contraction joints shall be scored across the walk at five-foot (5') intervals and one-half inch (1/2") premolded bituminous expansion joints shall be provided at all junctions with curbs, driveways, at the junction of existing sidewalks, and at thirty-foot (30') intervals.

- D. Portland Cement Concrete used for sidewalk construction shall be Class A, six sack mix, air entrained and conform with the applicable paragraphs of Section 702 of the Standard Specifications.
- E. Sidewalks replaced due to settlement shall be constructed true to grade along the length between existing sections not scheduled for removal. The subgrade shall be thoroughly compacted by a pneumatic compactor prior to the installation of a new square. Any additional granular fill necessary to bring the subgrade to the correct elevation shall be considered incidental to the Contract.
- F. Sidewalks shall be reconstructed to a maximum cross slope of 2%.
- G. New sidewalk must be poured with five (5) days of removal.
- H. Reasonable care shall be taken by the Contractor to minimize damage to parkway areas during removal and replacement of sidewalks. Town of Munster shall be responsible for restoration of parkway areas.

SECTION 4 LOCATIONS

Contractor will be provided a list of replacement locations upon award of the Contract. Sidewalk removal and replacement will be located throughout the Town of Munster. The amount of sidewalk to be replaced at each address will vary.

E-VERIFY AFFIDAVIT

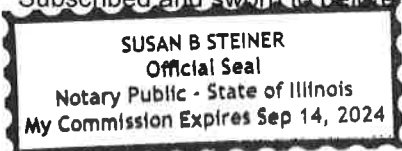
As required by Indiana Code 22-5-1.7-11 for certain contracts executed after June 20, 2011, the Contractor entering into a contract with the Owner is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. Contractor shall affirm, prior to entering into its contract with the Owner, that the Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program, and submit a properly notarized E-Verify Affidavit to the Owner, which shall affirm the Contractor does not knowingly employ an unauthorized alien. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

(Contractor): J&J Newell Concrete Contractors, Inc.
By (Written Signature): Victoria A. Newell
(Printed Name): Victoria A. Newell
(Title): President

Important - Notary Signature and Seal Required in the Space Below

STATE OF Illinois)
COUNTY OF Cook) SS:

Subscribed and sworn to before me this 16th day of May, 2020



(Signed) Susan B. Steiner
(Printed) Susan B. Steiner

My commission expires:

9-14-24

Resident of Cook County

The Bid is to be submitted on photocopies of this Bid Form.

BID FORM

Total Amount of Bid \$ 187,800⁰⁰
Contractor's Name J+J Newell Concrete Cont
Telephone 708-862-1909

**PROJECT IDENTIFICATION: 2023 Sidewalk Replacement Program
Town of Munster, Indiana**

BIDS TO BE OPENED: May 17, 2023 at 10 AM at Town of Munster Town Hall, Main Meeting Room

TABLE OF ARTICLES

	Page
Article 1 – Bid Recipient	10
Article 2 – Bidder's Acknowledgements	10
Article 3 – Bidder's Representations	11
Article 4 – Bidder's Certification	11
Article 5 – Basis of Bid	12
Article 6 – Time of Completion	12
Article 7 – Attachments To This Bid	13
Article 8 – Bid Submittal	14

ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to: **Town of Munster
Clerk-Treasurer's Office
1005 Ridge Road
Munster, IN 46321**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

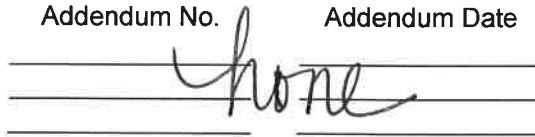
ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.	Addendum Date
	

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
Remove and replace five inch (5") thick regular Portland cement concrete sidewalk complete, including concrete removal, earthwork, base material, compaction, and all other work incidental thereto	17,000	SF	10.40	176,800 ⁰⁰
Remove and replace approximately 1,000 square feet of seven inch (7") thick reinforced Portland cement concrete sidewalk complete including concrete removal, earthwork, base material, compaction, and all other work incidental thereto	1,000	SF	11.00	11,000 ⁰⁰
TOTAL BID				187,800 ⁰⁰

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be started by September 1, 2023 and substantially complete by October 20 and ready for final payment by October 27, 2023. Contractor to provide a schedule at the pre-construction meeting (anticipated on June 14 or within 2 weeks of Bid Award).
- 6.02 For each calendar day including Saturdays, Sundays, and Holidays, that work shall remain uncompleted after October 20, 2023, a sum of one-thousand dollars (\$1,000) per day will be

deducted from monies due the Contractor, not as a penalty, but as liquidated damages. No exception to this provision will be made except for delays occasioned by actions of the Town or conditions beyond the control and without the fault of the Contractor, such as acts of God, acts of public enemy, acts of Government, fires, floods, epidemics, strikes, or extraordinary delay in procurement of critical materials. For a strike to be considered as a reason for extension of time, it must be general in nature and not one that can be considered to be under the control of the Contractor.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are attached to and made a condition of this Bid:

- A. Required Bid security.
- B. Indiana State Form 96
- C. Properly executed and notarized E-Verify Affidavit.
- D. Evidence of authority to conduct business as corporation in Indiana

ARTICLE 8 – BID SUBMITTAL

8.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Corporation

Corporation Name: J & J Newell Concrete Contractors, Inc. (SEAL)

State of Incorporation: Illinois

Type (General Business, Professional, Service, Limited Liability): C Corp

By: [Signature]

(Signature - attach evidence of authority to sign)

Name (typed or printed): VICTORIA A Newell

Title: President

(CORPORATE SEAL)

Attest: [Signature]

(Signature of Corporate Secretary)

Date of Qualification to do business in Indiana is 8/28/1989
(State Where Project is Located)

8.02 Contact Information

Bidder's Business Address: 25350 S. State St
Crete, IL 60417

Phone: 708 862 1909 Facsimile: 708 277 2100 E-mail: vicki@jjnewellconcrete.com

Submitted on 5/17, 2023

State Contractor License No. _____ (If applicable)

AFFIDAVIT OF AUTHORITY TO SIGN

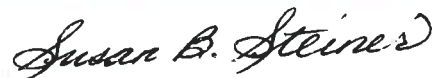
Please see attached Corporation of Good Standing for J & J Newell Concrete Contractors, Inc. from the State of Illinois website showing that Victoria A. Newell is both President and Secretary of this corporation.



Victoria A Newell

President

05/16/2023





Office of the Secretary of State
ilsos.gov

*Proof of Authority
to Sign*

Corporation/LLC Search/Certificate of Good Standing

Corporation File Detail Report

File Number 39547961

Entity Name J & J NEWELL CONCRETE CONTRACTORS, INC.

Status
ACTIVE

Entity Information

Entity Type
CORPORATION

Type of Corp
DOMESTIC BCA

Incorporation Date (Domestic)
Wednesday, 27 January 1960

State
ILLINOIS

Duration Date
PERPETUAL

Agent Information

Name
MICHELLE F KANTOR

Address

300 N LA SALLE DR STE 1400
CHICAGO , IL 60654

Change Date

Tuesday, 25 February 2020

Annual Report

Filing Date

Wednesday, 28 December 2022

For Year

2023

Officers

President

Name & Address

VICTORIA A NEWELL 932 ROYAL DUBLIN LANE DYER, IN 46311

Secretary

Name & Address

VICTORIA A NEWELL 932 ROYAL DUBLIN LANE DYER, IN 46311

[Return to Search](#)

[File Annual Report](#)

[Adopting Assumed Name](#)

[Articles of Amendment Effecting A Name Change](#)

[Change of Registered Agent and/or Registered Office](#)

(One Certificate per Transaction)

BID OF

J&J Newell Concrete Contractors, Inc.

(Contractor)

25350 S. State St.

(Address)

Crete, IL 60417

FOR

PUBLIC WORKS PROJECTS

OF

2023 Sidewalk Replacement Program

Town of Munster, Lake County, Indiana

Filed

MAY 17

2023

Action Taken

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

PART I

(To be completed for all bids. (Please type or print))

Date:

5/16/2023

1. Governmental Unit (Owner): Town of Munster

2. County: Lake County

3. Bidder (Firm):

J & J Newell Concrete Contractors, Inc

Address:

25350 S. State St

City/State:

Cretz, IL 60417

4. Telephone Number:

708-862-1909

5. Agent of Bidder (if applicable):

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of the Town of Munster (Governmental Unit) in accordance with this Bid Proposal Packet for the sum of (written in English):

One hundred Eighty-Seven thousand Eight hundred & 00/100 dollars

also denoted numerically in currency as:

\$ 187,800.00

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the Governmental Unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The Contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

PART II

(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit:

Town of Munster, IN

Bidder (Firm):

J&J Newell Concrete Contractors, Inc

Date:

5/16/2023

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner
193,304.03	Concrete Sidewalk	11/2022	Town of Munster
286,204.72	Concrete Sidewalk	11/2022	City of Chicago Heights
228,026.00	Concrete Sidewalk	11/2022	City of Crest Hill
240,914.01	Concrete Sidewalk	11/2022	City of Hammond

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
640,000.00	Concrete Sidewalk	11/2022	City of Hammond
50,000.00	Concrete Sidewalk	11/2022	City of Highland, IN
120,000.00	Sidewalk	11/2022	Town of Dyer, IN
220,000.00	Sidewalk	11/2022	City of Chicago Heights, IL

3. Have you ever failed to complete any work awarded to you?

No

If so, where and why?

4. List referenced from private firms for which you have performed work.

Gallagher Asphalt - Thornton, IL 800-536-7160
Milestone Contractors - Gr. Affili, IN 219-924-5900
Dyer Construction - Dyer, IN 219-865-2961
D Construction - Coal City, IL 815-634-2555

SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, completed the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)

Remove Concrete
Dump Concrete
Set Forms
Pour Concrete and finish
Remove forms & clean up

2. Please list the names and addresses of subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

Gallagher Asphalt - Asphalt
Calumet City Plumbing - Sewer & Water Repairs

- 3 If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you expect to require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

None

4. What equipment do you have available for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

1 gradall
6 Bobcats, 36 wheeler dumps
3- Semi dumps
4- 4 wheeler dumps, 10 pickups + farm trucks
farm trailers

5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

yes

SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

attached

1J & J NEWELL CONCRETE CONTR, INC.

Balance Sheet

May 31, 2023

ASSETS

Current Assets

CASH-MONEY MARKET BMO	\$	335,190.92	
7150-NEW PAYROLL ACCT JAN 23		(13,451.93)	
NEW CHECKING ACCOUNT		(64,963.60)	
1544--NEW CHG AS OF 1122		(33,436.10)	
NEWCRETE3 LLC		(11,509.12)	
SHORT TERM CD		1,000,000.00	
SHORT TERM CD 6 MONTH		400,000.00	
CASH ON HAND		1,420.00	
EMPLOYEE SAVINGS		107,910.19	
BIKE CO		67,000.00	
DUE FROM J & J MGMT		247,485.11	
DUE FROM NEWELL CABO		122,730.52	
MORTGAGE RECEIVABLE-JJ MGMT		284,800.49	
NEWELL PROPERTIES		103,111.22	
MORTGAGE RECBL- CURRENT		165,732.85	
MORTGAGE RECBL-LONG TERM		49,886.80	
MORTG CURR CABO		75,907.23	
MORTG LONG TERM CABO		337,916.57	
ACCOUNTS RECBL - OTHER		1,254.97	
PREPAID TAXES		5,243.78	
TD AMERITRADE		82,142.77	
NIKOLA		17,080.00	
CHASE		22,457.98	
AURORA CANNABUS		21,071.91	
STARBUCKS		25,075.77	
NANOLOGIX		44,895.63	
VIRGIN GALACTIC		14,402.00	
SOUTHWEST AIRLINES		24,487.40	
KINROSS GOLD		64,962.03	
ZUORA		16,102.95	
CHEVRON		20,165.42	
SEC DEP		(2,750.00)	
Total Current Assets			3,532,323.76

Property and Equipment

ACCUM DEPR - VEHICLES	(57,867.70)	
Furniture & Fixtures - Crete	75,799.25	
TRAILOR FOR TESTING	5,008.75	
ACCUM DEPR - FURNITURE & FIX	(94,583.58)	
Building & Improvements Crete	1,047,348.10	
ACCUM DEPR BUILDING IMPR CRET	(19,612.83)	
ACCUM DEPR - MACHINERY & EQ	(675,881.77)	
ACCUM DEPR- TRUCKS & TRAILOR	(1,088,478.69)	
Land Crete	120,901.00	
Total Property and Equipment		(687,367.47)

Other Assets

VEHICLES - AUTO	334,774.80	
FURNITURE & FIXTURES	44,150.48	
MACHINERY & EQUIPMENT	968,526.37	
TRUCKS & TRAILORS	1,180,144.68	
Total Other Assets		2,527,596.33

Total Assets	\$	5,372,552.62
--------------	----	--------------

Unaudited - For Management Purposes Only

IJ & J NEWELL CONCRETE CONTR, INC.

Balance Sheet

May 31, 2023

LIABILITIES AND CAPITAL

Current Liabilities

Accounts Payable	\$ (21,107.49)
STATE W/H TAXES PAYABLE	(6,363.06)
UNION DUES PAYABLE	92,394.25
UNION BENEFITS PAYABLE	(589.96)
ACCRUED TAXES	(25,702.58)
ACCRUED FEDERAL CORP TAX	16,616.00
STATE CORP TAXES PAYBLE	9,576.00
ACCRUED PENSION & P.S.	6,970.00
Employee court order deduction	2,007.14
DUE TO ALLY	(44,297.43)
Mortgage Crete	653,190.25

Total Current Liabilities	682,693.12
---------------------------	------------

Long-Term Liabilities

WELLS FARGO	26,062.64
DUE TO GM	22,373.08

Total Long-Term Liabilities	48,435.72
-----------------------------	-----------

Total Liabilities	731,128.84
-------------------	------------

Capital

Common Stock	398,177.12
Retained Earnings	2,236,319.40
Net Income	2,006,927.26

Total Capital	4,641,423.78
---------------	--------------

Total Liabilities & Capital	\$ 5,372,552.62
-----------------------------	-----------------

SECTION IV CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at Crest, IL this 16th day of May, 2023

J & J Newell Concrete Contractors, Inc.
(Name of Organization)

By

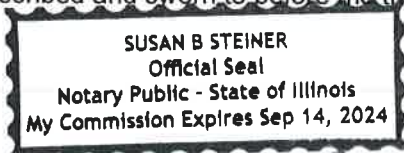
[Signature]
President
(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF Illinois
COUNTY OF Cook

Before me, a Notary Public, personally appeared the above-named _____ and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 16th day of May, 2023



[Signature]
Notary Public

My Commission Expires: 9-14-24

County of Residence: Cook

State of Indiana
Office of the Secretary of State

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

I, DIEGO MORALES, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

J & J NEWELL CONCRETE CONTRACTORS, INC.

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on August 28, 1989, and was in existence or authorized to transact business in the State of Indiana on May 16, 2023.

I further certify this Foreign For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 16, 2023

Diego Morales

DIEGO MORALES
SECRETARY OF STATE

1989090112 / 20233185396

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>

Expires on June 15, 2023.